

FOR THE DURATION OF THE ~~[[HOLD-OVER]]~~ HOLDOVER) OR DOUBLE THE RENTAL VALUE OF THE PREMISES (APPORTIONED FOR SUCH PERIOD), WHICHEVER IS HIGHER; PROVIDED, HOWEVER, THAT IF THE LANDLORD FAILS SPECIFICALLY TO ELECT THE LATTER MEASURE WHEN HE INSTITUTES HIS ACTION AGAINST THE TENANT, THE MEASURE SHALL BE DOUBLED THE RENT UNDER THE LEASE.

(iii) THE DOUBLE RENT AND DOUBLE RENT VALUE SET FORTH IN SUBPARAGRAPHS (i) AND (ii) OF THIS PARAGRAPH SHALL INCLUDE, AND NOT BE IN ADDITION TO, APPORTIONED RENT FOR THE PERIOD OF ~~[[HOLD-OVER]]~~ HOLDOVER AT THE RATE UNDER THE LEASE.

(iv) DAMAGES IN EXCESS OF THE RENTAL RATE SPECIFIED IN THE LEASE SHALL ACCRUE ONLY FROM THE END OF THE TERM OR THIRTY (30) DAYS AFTER THE DELIVERY OF THE NOTICE REFERRED TO IN § 8-402 (A) (3) (WHICHEVER IS LATER) UNTIL THE TENANT VACATES THE PREMISES; PROVIDED, HOWEVER, THAT THE DAMAGES SHALL NEVER BE LESS THAN THE APPORTIONED RENT FOR THE PERIOD OF ~~[[HOLD-OVER]]~~ HOLDOVER AT THE RENT RATE UNDER THE LEASE.

(v) ANY ACTION TO RECOVER THE DAMAGES REFERRED TO IN THIS SECTION MAY BE BROUGHT BY SUIT SEPARATE FROM THE EVICTION OR REMOVAL PROCEEDING OR IN THE SAME ACTION AND IN ANY COURT HAVING JURISDICTION OVER THE AMOUNT IN ISSUE.

(3) NOTICE OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL BE INAPPLICABLE UNLESS THE LANDLORD GIVES THE TENANT NOTICE IN WRITING STATING THAT THE TENANT MAY BE LIABLE FOR DOUBLE THE RENT UNDER THE LEASE OR DOUBLE THE RENTAL VALUE (IF THE LATTER BE APPLICABLE); SAID NOTICE MAY CONTAIN OTHER INFORMATION. THE NOTICE PROVISIONS OF THIS SECTION MAY NOT BE WAIVED BY LEASE PROVISION OR OTHERWISE. THE NOTICE MAY BE GIVEN AT ANY TIME BEFORE OR AFTER THE TERMINATION OF THE LEASE BUT NOT MORE THAN 100 DAYS BEFORE THE TERMINATION OF THE LEASE.

(4) NONEXCLUSIVE REMEDY. NOTHING CONTAINED HEREIN IS INTENDED TO LIMIT ANY OTHER REMEDIES WHICH A LANDLORD MAY HAVE AGAINST A ~~[[HOLD-OVER]]~~ HOLDOVER TENANT UNDER THE LEASE OR UNDER APPLICABLE LAW. NOR SHALL A NOTICE GIVEN TO A TENANT UNDER § 8-402 (A) (3) BE CONSTRUED AS AN ELECTION OF REMEDIES BY THE LANDLORD IF THE NOTICE IS GIVEN PRIOR TO THE END OF THE LEASE TERM.

(B) NOTICE TO QUIT.

(1) NOTICE TO REMOVE; COMPLAINT TO DISTRICT COURT; PROCEDURE. WHERE ANY INTEREST IN PROPERTY SHALL BE LEASED FOR ANY DEFINITE TERM OR AT WILL, AND THE LANDLORD SHALL DESIRE TO REPOSSESS THE PROPERTY AFTER THE EXPIRATION OF THE TERM FOR WHICH IT WAS LEASED AND SHALL